

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
RIVERSIDE DIVISION

In re:

DAVID WEDGE and  
DEBRA WEDGE,

Debtors

Case No.: 6:22-bk-10511-WJ

CHAPTER 7

**ORDER DIRECTING PERSONAL  
APPEARANCES**

Reaffirmation Hearing:

Date: July 7, 2022

Time: 8:30 a.m.

Crtm: 304

The debtors have entered into a reaffirmation agreement with Santander Consumer USA Inc. dba Chrysler Capital which was filed with the Court on May 19, 2022 [docket #43]. A hearing regarding the reaffirmation agreement is scheduled in this case for July 7, 2022 at 8:30 a.m. The debtors are represented by counsel, but counsel for the debtors did not approve the reaffirmation agreement. Counsel for the debtors is considerably more knowledgeable about the financial affairs of the debtors than the Court and can provide insight that will assist the Court in determining whether or not approval of the reaffirmation agreement is in the best interest of the debtors. In addition, it would assist the Court if counsel indicated the reasons why counsel did not approve the

1 reaffirmation agreement. That information could be very helpful in evaluating whether the Court  
2 should approve the reaffirmation agreement. An appearance by counsel in the courtroom will also  
3 provide the debtors with another opportunity to personally speak with counsel for the debtors about  
4 these matters (along with the Court).

5 Accordingly, the Court hereby orders counsel of record, Benjamin Heston, to personally  
6 appear at the hearing on July 7, 2022 at 8:30 a.m. Likewise, the debtors are ordered to  
7 personally appear at the hearing on July 7, 2022 at 8:30 a.m. Appearances by special counsel or  
8 by telephone are not permitted for this hearing.

9 In some instances, counsel for debtors and debtors do not wish for the Court to approve a  
10 reaffirmation agreement signed by debtors. Sometimes attorneys for debtors do not believe a  
11 bankruptcy court needs to approve a reaffirmation agreement because counsel for the debtors  
12 believes that (1) the reaffirmation agreement is unnecessary because the debtors have never  
13 missed a payment, never been late making a payment and never otherwise defaulted on the loan  
14 or (2) execution of a reaffirmation agreement by the debtors is binding upon the creditor even if  
15 the Court disapproves the agreement or (3) the creditor does not normally repossess vehicles due  
16 to the failure of the court to approve a reaffirmation agreement as long as the debtors sign the  
17 reaffirmation agreement or (4) the debtors no longer wish to proceed with the reaffirmation  
18 agreement or (5) court approval is not needed for other reasons. The Court neither approves nor  
19 disapproves these ideas. The Court simply expresses no opinion regarding them.

20 If, for whatever reason, the debtors and counsel for the debtors do not believe a hearing is  
21 necessary regarding the reaffirmation agreement and they desire that the Court simply deny  
22 approval of the reaffirmation agreement without a hearing, counsel for the debtors may file a  
23 declaration prior to the hearing which clearly states that (1) counsel for the debtors has conferred  
24 with the debtors regarding the reaffirmation agreement and provided advice regarding it, (2) after  
25 consulting with counsel, the debtors prefer that the Court deny approval of the reaffirmation  
26 agreement prior to the hearing and (3) the debtors and counsel request that the Court take off  
27 calendar the hearing. Such a declaration should be filed at least a week prior to the scheduled  
28 hearing. If timely filed, the Court will review the declaration and, if it clearly addresses the

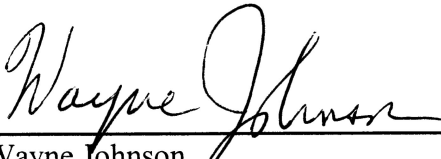
1 issues addressed above, the Court may, in certain instances, issue an order in advance of the  
2 hearing denying approval of the reaffirmation agreement and taking off calendar the hearing and  
3 excusing all appearances.

4 Similarly, in some instances, reaffirmation agreements are inadvertently submitted to the  
5 Court without the signature of counsel in instances in which counsel for the debtors intended to  
6 approve the agreement. As a result, if the debtors and counsel wish to avoid the hearing (for  
7 whatever reason) because counsel wishes to approve the reaffirmation agreement, counsel should  
8 (1) sign the reaffirmation agreement and re-file it with the Court and (2) file a declaration  
9 indicating that (a) counsel for the debtors has conferred with the debtors regarding the  
10 reaffirmation agreement and provided advice regarding it, (b) after consulting with the debtors,  
11 counsel desires to approve the agreement and, therefore, court approval is not needed,  
12 (c) counsel has signed the reaffirmation agreement and re-filed it with the Court and (d) the  
13 debtors and counsel request that the Court take off calendar the hearing. The executed  
14 reaffirmation agreement and the declaration should be filed at least a week prior to the scheduled  
15 hearing. If timely filed, the Court will review the pleadings and, in most instances, take off  
16 calendar the hearing. If, for any reason, the Court does not do so, then both the debtors and  
17 counsel for the debtors must appear at the hearing as ordered above.

18 IT IS SO ORDERED.

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24 Date: May 23, 2022

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27 Wayne Johnson  
28 United States Bankruptcy Judge